

DES MOINES PUBLIC LIBRARY / IAM NON-PROF
EMPL. LODGE #254

06-08

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PROFESSIONAL EMPLOYEES LODGE NO. 254

**International Association of Machinists
and Aerospace Workers
Unit 11**

and

DES MOINES PUBLIC LIBRARY

Effective

**July 1, 2006
through
June 30, 2008**

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AGREEMENT PREAMBLE

This agreement has been entered into by and between the Des Moines Public Library, hereinafter referred to as the "Employer" or the "Library" and the Professional Employees Lodge No. 254, of the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I RECOGNITION

Section 1. As a result of an election conducted on March 16-30, 1998 by the Public Employment Relations Board, in Case No. 5813, the Union was certified as the exclusive bargaining representative on April 10, 1998. Pursuant to and in accordance with all applicable provisions of the "Public Employment Relations Act" of the State of Iowa, hereinafter referred to as the "Act," and in recognition of the Public Employment Relations Board's certification of said Union in case No. 5813, the Library does hereby recognize the Union as the collective bargaining representative for all employees of the Library included in the "Bargaining Unit," including Librarians and Library Assistants. The parties agree the intent of the recognition clause is that employees who are employed in a classification listed in Appendix A, whether part time or full time, are covered by this labor agreement. The parties also agree, there is no intent to change the practices that exist in regard to how part time employees are covered by the various portions of the labor agreement.

ARTICLE II UNION REPRESENTATION

Section 1. The Employer recognizes: all accredited members of the Negotiating Committee consisting of not more than three (3) members; one (1) steward at each Library location; and any full-time, paid Representatives of the International Association of Machinists and Aerospace Workers in all matters relating to grievances, interpretations of this Agreement or any other appropriate Employer/Union matters.

Section 2. The Employer shall in no way restrain, interfere with, coerce or discriminate against designated representatives of the Union in the exercise of their responsibilities as representatives for the purpose of collective bargaining, handling grievances and any other lawful, legitimate responsibility. However, Union representatives shall follow the procedure outlined below.

- A. Upon request of the employee(s) to be represented at discussions with the Employer concerning grievances, personnel policies, practices and other matters affecting working conditions, the Employer shall grant the Union the opportunity to be present and participate in such discussions. The Employer and the Union agree that attendance at meetings to resolve grievances and disputes will be limited to the number of attendees necessary to have a full and frank discussion of the matter(s) involved.

Normally, each party will be represented by one person.

The Union acknowledges its responsibility to represent all employees within the bargaining unit. The Employer and the Union jointly agree to take appropriate action to assure that employees are advised of their rights under the Public Employment Relations Act.

- C. To insure that employees have reasonable access to Union representation, the Employer and the Union agree that properly elected and/or appointed employees will serve in the capacity of Shop Stewards. Such Shop Stewards may receive and investigate complaints or grievances upon request of the employee(s) involved. However, Shop Stewards may not solicit such complaints or grievances. Upon request to their supervisor, Shop Stewards may be permitted to leave their regular work area for the purpose of investigating a grievance or complaint in their assigned area. Such request will normally be approved, but in any event, such request will not be unreasonably denied. However, if the work is such as the supervisor must deny the request, the Shop Steward will be immediately granted time to telephone another Union representative to inform him/her of the need for a Union representative.
- D. Whenever a Shop Steward enters a work area for the purpose of investigating a complaint or grievance, the Shop Steward will notify the supervisor of such area as to the purpose for being in the area.
- E. Union representatives shall suffer no loss of their regular pay for the normal work shift while conducting an investigation of a complaint or grievance or while receiving, investigating and presenting a complaint or grievance when properly excused by their supervisor. However, time spent investigating complaints or grievances shall be kept reasonable and commensurate with the matter at issue. Normally, such time shall not exceed one-half (1/2) hour at the first step of a grievance procedure.
- F. Union representatives may conduct the following business on Library time:
 - 1. The receiving, investigating, and filing of complaints or grievances.
 - 2. Participation in hearings before a hearing examiner, an arbitrator, a mediator or before the Public Employee Relations Board provided such Union representatives are directly involved in the issue.
 - 3. Attendance at all joint meetings of Union officials, Shop Stewards, members of the Negotiating Committee and the Library administration.
- G. Time spent in preparing for official meetings with Library representatives

shall not be on Library time.

Section 3. The names of all members of the Negotiating Committee and Shop Stewards shall be transmitted in writing to the Library Director upon their designation by the Union. Any change in the above officials shall be reported promptly to the Library Director. Union officials shall not be recognized to conduct Union business until the above notification has been made.

Section 4. Employees shall not be unreasonably denied the opportunity to contact their Union representative during working hours concerning their complaint or grievance.

ARTICLE III EMPLOYER/UNION RELATIONS

Section 1. All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the Library.

Section 2. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer and in no case, shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

ARTICLE IV DUES CHECKOFF

Section 1. Upon receipt of a signed authorization from the employee involved, the employer shall deduct from the employee's pay monthly dues payable by such employee to the Union during the period provided for in said authorization. The amount will be certified by the Union.

Section 2. Deductions shall be made on account of initiation fees, reinstatement fees and/or monthly dues from the first and second paycheck of the month after receipt of the authorization. Each month thereafter, deductions shall be made on account of Union dues from the first and second paycheck of the employee so as to provide deductions equal to the amount of monthly dues.

Section 3. Deductions provided for in this Article shall be remitted to the Union by mail in a timely manner. The Employer shall furnish the Union with a record of those for whom deductions were made and the amounts of the deductions.

Section 4. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or filed against the Employer as a result of any action taken by the Employer in compliance with this Article.

ARTICLE V MANAGEMENT RIGHTS

Section 1. Except as limited by the terms of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinances, charter or special act, the exclusive duty and right to:

- A. Direct the work of its employees
- B. Hire, promote, demote, transfer, assign and retain employees in positions with the Library
- C. Suspend or discharge employees for proper cause
- D. Maintain the efficiency of Library operations
- E. Relieve employees from duties because of lack of work or other legitimate reasons
- F. Determine and implement methods, means, assignments and personnel by which Library operations are to be conducted
- G. Take such actions as may be necessary to carry out the mission of the Library
- H. Initiate, prepare, certify and administer its budget
- I. Exercise all powers and duties granted the Library by law

ARTICLE VI NON-DISCRIMINATION

Section 1. In accordance with applicable state and federal laws, the Union and the Library agree not to discriminate against any employee on the basis of race, ethnicity, color, age, religion, sex, sexual orientation, national origin, physical and mental disability. In the event any dispute(s) arise claiming violation of this section, such dispute may be processed in accordance with the Grievance Procedure but shall not be subject to arbitration but shall be resolved through appropriate procedures such as the Des Moines Human Rights Commission or the Iowa Civil Rights Commission.

Section 2. The employer will not discriminate against, interfere with, restrain or coerce any employee in regard to hire, promotion, tenure of employment or any term or condition of employment because of membership or non-membership in, or activity on behalf of, the Union. In the event any dispute(s) arise claiming violation of this section, such dispute(s) may be processed in accordance with the Grievance Procedure or through other appropriate procedures such as the Public Employment Relations Board.

Section 3. The Union will not discriminate against, interfere with, restrain or coerce any employee because of membership or non-membership in the Union.

ARTICLE VII GRIEVANCE PROCEDURE

Section 1. For the purpose of this Agreement, the term "grievance" means any dispute concerning the interpretation, application, or violation of this Agreement. It shall be the effort of the Employer and the Union to investigate, discuss, and process grievances as expeditiously as possible in an effort to minimize the productive time lost in connection therewith.

Section 2. If grievances arise, they shall be handled in the following manner, and must be initiated at Step 1:

Step 1. A grievance or dispute may be submitted verbally by Shop Steward, Negotiating Committee Person and/or aggrieved employee(s) to the supervisor involved. The supervisor shall attempt to settle the grievance or dispute as quickly as possible but shall give a verbal answer not later than two (2) workdays after it is submitted. If no satisfactory settlement is reached at this step, then:

Step 2. A written grievance shall be submitted to the supervisor within seven (7) workdays of knowledge of the occurrence of the alleged violation and must be signed by the aggrieved employee(s).

The supervisor shall then respond by stating the Employer's position in writing within five (5) workdays following receipt of the written grievance. If no satisfactory settlement is reached at this step, then:

Step 3. Within five (5) workdays after receipt of the decision at Step 2, or if no timely decision has been delivered, the employee (or designated representative) shall then present the written grievance to the appropriate department director, who shall then respond in writing within five (5) workdays.

Step 4. Within fifteen (15) workdays after receipt of the decision at Step 3, or if no timely decision has been made, the employee (or designated representative) shall then present the written grievance to the Library Director, who shall then respond in writing within fifteen (15) workdays.

Step 5. Within ten (10) workdays after receipt of the decision at Step 4, or if no timely decision has been delivered, the employee (or designated representative) may then initiate the arbitration process by notifying the Library Director in writing. Such notice shall specify which section(s) of the Agreement are alleged to have been violated and exactly what remedy is sought. The parties shall promptly meet to attempt to agree upon an arbitrator. If they are unable to agree, they shall request the Federal Mediation and Conciliation Service to provide a list of five (5) names, and, by alternately striking names, the last remaining name shall be selected. The cost of arbitration shall be shared equally by the parties. Each party shall be

responsible for compensating its own witnesses.

Section 3. Any settlement or award under this grievance procedure may not include more than fourteen (14) days retroactively from the date the grievance was first filed in writing at Step 2. The arbitrator shall be without power to add to, subtract from, change or amend the terms of this Agreement or to make any decision in conflict with the clear language of the Agreement or in conflict with the laws of the State of Iowa.

The arbitrator shall only consider and issue a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted. The decision shall be based solely upon interpretation of the meaning and application of the terms of this Agreement as to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 4. In the event the Employer fails to respond within the time limits provided for and specified in the various steps of the grievance procedure as herein set forth, the Union has the right to proceed to the next step of the grievance procedure. In the event the Union fails to comply with the time limits provided for and specified in the various steps of the grievance procedure as herein set forth, the grievance shall be considered settled on the basis of the Employer's last response.

The time limits provided for and specified in the various steps of the grievance procedure as herein set forth, may be extended by mutual agreement between the Union and the employer.

Section 5. Nothing contained herein shall prevent an employee from electing to process a grievance without Union representation. In such case, however, the individual grievance shall be processed in accordance with the provisions of this Agreement and no settlement or proposed settlement inconsistent with the provisions of this Agreement shall be made. However, arbitration may be invoked only upon the approval of both the employee(s) affected and involved in the grievance and the Union.

ARTICLE VIII SENIORITY

Section 1. Seniority is determined by the length of continuous, unbroken service as a regular full-time employee or regular part-time employee in a classification covered by this Agreement.

A. A regular full-time employee normally works forty (40) hours per week.

B. For purposes of computing the seniority of regular part-time employees, the following definitions are provided:

1. THREE-QUARTER-TIME EMPLOYEE - A regular part-time employee who normally works at least thirty (30) hours but less than forty (40) hours per week.

2. **ONE-HALF-TIME EMPLOYEE** - A regular part-time employee who normally works at least twenty (20) hours but less than thirty (30) hours per week.

Section 2. In computing seniority, full-time employees receive full credit for their respective period of tenure in a classification covered by this Agreement. Three-quarter time employees receive credit for three-fourths (3/4) of their respective period of tenure in a classification covered by this Agreement. One-half time employees receive credit for one-half (1/2) of their respective period of tenure in a classification covered by this Agreement. As an example, a half-time employee would have six (6) months of seniority for one (1) full year of service. In addition, periods of employee suspension or leaves of absence without pay (except FMLA or military leave) in excess of thirty (30) consecutive workdays shall be deducted from the employee's time of seniority.

Section 3. New employees shall be considered probationary employees during the first one hundred-eighty (180) calendar days of employment, after which time seniority is acquired retroactive to the date of hire. However, the probationary period may be extended by up to two thirty-(30)-calendar-day extensions if necessary. The name of the probationary employee shall be added to the seniority list upon hire, but shall be listed a "probationary employee" during the probationary period. The employee may be terminated at the sole discretion of the Employer at any time during the probationary period except as provided for in the Non-Discrimination Article of this Agreement. With respect to all other matters, probationary employees are covered by the terms of this Agreement and shall have access to the grievance procedure for the enforcement of their rights thereunder.

Section 4. For the following reasons only, seniority shall be broken when an employee:

- A. Voluntarily quits;
- B. Is properly discharged;
- C. Fails to notify the Employer of the intent to return to work within five (5) days after being recalled from layoff unless satisfactory reason is given;
- D. Fails to return to work within ten (10) workdays after being recalled from layoff unless satisfactory reason is given;
- E. Fails to report or call in for three (3) consecutive workdays.

Notification for the purpose of this Section will be made by Certified Mail or Telegram, addressed to the employee's last known address as shown on the Employer's records.

Section 5. In the event more than one (1) employee has the same seniority date, seniority shall then be determined by the involved employee's adjusted start date. In the event that a tie in seniority still exists, seniority shall then be determined by the date the involved employee's application for employment was received (i.e. the employee who applied for employment first shall have the most seniority). In the event that a tie in seniority still exists, a coin toss shall be

conducted to determine the greater seniority.

Section 6. In the event an employee has held more than one (1) job classification, the length of seniority in the respective job classification(s) shall accrue from the date of permanent appointment in each classification covered by this agreement. When an employee is promoted to a job classification with a higher pay grade, the seniority shall be continuous in the formerly held job classification. However, when an employee is demoted to a job classification with a lower grade, the seniority date does not continue to accrue for the previously held job classification with a higher pay grade.

Section 7. The employer will post, at least annually, a copy of the seniority list on the bulletin boards by classification.

ARTICLE IX PROMOTIONS AND TRANSFERS

Section 1. Promotions and transfers within the bargaining unit will be made in accordance with the procedure herein set forth:

- A. All vacancies and new jobs to be filled will be posted on the bulletin board in the Employer's facilities to give present employees in the bargaining unit the opportunity to apply for the job (if qualified) and such posting shall remain posted for seven (7) calendar days. Such posting shall state the job classification available, rate of pay, required qualifications, number of openings available and the date and hour the bidding will be closed.
- B. Any employee in this bargaining unit, who possesses the required qualifications, may apply for the posted job. In the event an employee successfully applies for more than one (1) posted job, such employee shall have the opportunity to select the preferable job. All application forms shall be made available for review on request from the Union.
- C. The most qualified employee applying for the job opening shall be awarded the position. The Employer will notify the successful employee(s) no later than five (5) days after the application period is closed.
- D. In the event an employee has successfully applied for a vacancy or a new job that has a lower pay range than the present pay range of such employee, that employee will receive the rate of pay which is equal to the employee's present rate of pay provided the rate of pay falls within the pay range of the new job. In the event the employee's present pay range is higher than the range of the new job, then the employee will be paid at the highest rate of pay in the new range.
- E. In the event an employee has successfully applied for a vacancy or new job that has a higher pay range than the present pay range of the employee, that employee shall immediately progress to the rate of pay

of the new job which is one (1) step higher than the employee's present rate of pay.

- F. An employee who is successful in applying for a job shall be in a trial period on that job for the first ninety (90) days of employment on that job, including employees applying within their present job classification for reason of transfer. This trial period may be extended by mutual agreement.
- G. Should a successful applicant fail to successfully complete the ninety-day trial period, the employee will be returned to the job classification in this unit the employee held immediately prior to the trial period by displacing the most junior employee in such job classification, except in the event there exists an employee within the job classification who does not perform the job in a satisfactory manner. Then, in that case, that employee will be displaced first. The inability to perform the job in a satisfactory manner must be documented by at least one (1) of the following:
 - 1. Performance evaluations
 - 2. Written warnings and reprimands
 - 3. Suspensions
 - 4. Complaints from the public, provided some form of disciplinary action was taken in a timely manner with the employee.

Section 2. The Library Director shall have the right to temporarily transfer an employee from one job classification or location to another job classification or location when such transfer is not expected to exceed ninety (90) calendar days. Temporary transfers expected to exceed ninety (90) calendar days shall be filled in accordance with the procedures herein set forth.

Section 3. Employees who are temporarily transferred from one job classification to another shall, upon transfer, receive the rate of pay which is one (1) step higher than the employee's present rate of pay or the first step of the job to which transferred, whichever is the greater, for each hour worked beyond the tenth (10th) day the employee is in the classification. The employee shall not suffer a reduction in rate of pay during the transfer.

Section 4. The Library Director may make permanent transfers of employees. The Library will afford employees an opportunity to indicate their transfer desires. If an employee other than one who has indicated a desire to transfer is reassigned, the transferred employee will be provided management's reasons for the assignment.

ARTICLE X LAYOFF, TRANSFER AND RECALL

Section 1. In the event a reduction in force becomes necessary, the Library agrees to provide the affected employees advance notice of at least ten (10) workdays.

Section 2. Whenever it becomes necessary for employees of a job classification under this agreement to be laid off, the order of layoff shall be as follows:

A. Employees within the job classification shall be laid off in the reverse order of their seniority in that job classification except as follows:

1. In the event there exists an employee within the job classification who does not perform the job in a satisfactory manner, then in that case, such employee shall be laid off first. The inability to perform the job must be documented by:

a. Suspension(s) within the last year.

Section 3. An employee to be laid off shall be given the opportunity, seniority permitting, to "bump" the least senior employee in a job classification under this agreement in which the employee meets the minimum qualifications and is able to perform the work. The bumped employee shall be eligible to initiate this same process.

Section 4. An employee who bumped into a different job classification in this unit to avoid layoff shall, for a period of up to three (3) years, be eligible for reinstatement to the original or like job when an appropriate vacancy occurs provided the employee is still qualified and able to perform the job and accepts the offer of reinstatement within five (5) workdays after being notified of the availability of the job.

Section 5. The names of employees laid off shall be placed on a recall list for the job classification involved in the layoff. For a period of up to three (3) years, such laid off employees shall be eligible for recall in the reverse order of layoff to the job classification from which they were removed or to a job classification for which they are still qualified and able to perform the work and satisfactory arrangements to return to work are made within five (5) workdays after being notified of recall.

ARTICLE XI HOURS OF WORK

Section 1. The normal work week shall consist of five (5) days, Monday through Friday, each including eight (8) hours of work. Inasmuch as the Library operates seven (7) days per week, including evenings, some employees may be required to work an alternate schedule consisting of five (5) days which may include Saturday as a normally scheduled workday. Specific work schedules, including hours and days, shall be issued by the appropriate supervisor. Employees shall not be required to work more than two (2) evenings per week.

Straight time shall be paid for the first forty (40) hours worked in any work week. However, it is not the intent of the parties to use this provision to schedule on a normal basis, a so-called "split shift." It is understood, such "split shift" may occur due to absences or other unforeseen

reasons.

Section 2. Eight (8) hours, exclusive of an unpaid lunch period near the midpoint of the workday, shall constitute a normal workday. The lunch period shall be scheduled as to time and duration in accordance with the prevailing departmental rules and regulations. However, a lunch period shall normally not be less than thirty (30) minutes nor more than one (1) hour.

Section 3. All employees shall be entitled to one (1) fifteen-(15)-minute rest break during the first four (4) hours of their work schedule and one (1) fifteen-(15)-minute rest break during the following four (4) hours of their work schedule. In the event an employee works in excess of the regular work shift, an additional paid fifteen (15) minute rest period shall be granted for every additional four (4) hours worked. Such rest periods must be taken when due and may not be accumulated for subsequent time off.

Section 4. Employees required to work weekend hours will normally be scheduled at least one (1) free weekend per month. A weekend is defined as Friday evening after 6:00 p.m., Saturday and Sunday. However, employees who are advised at the time of their appointment that their particular job will require regular evening and weekend work are excluded from this section.

Section 5. Employees who work on Sunday (other than those excluded by section 4, above) shall receive one and one-half times their normal hourly rate for hours worked on Sunday.

ARTICLE XII OVERTIME

Section 1. Overtime is all time properly authorized and worked by a non-exempt employee in units of one-quarter (1/4) hour or more which is in excess of forty (40) hours per week.

Section 2. All overtime work shall be held to a minimum consistent with efficient operation and provision of essential services. However, when overtime work is required, each employee is expected to accept and work such assignments.

Section 3. Regular full-time employees shall normally be given preference in overtime assignments. In all cases, however, overtime assignments will be made in such a way that the Library service will be most effectively completed. All compensable overtime must be performed at the direction of the supervisor or the supervisor's authorized representative. Overtime credit may not be accrued without such authorization.

Section 4. For the purpose of computing overtime, only time actually worked shall be counted. Vacation, holiday, sick and injury leave and earned compensatory time off shall be considered the same as time worked.

Section 5. The times when compensatory time off may be taken shall be at the discretion of the supervisor, although the employee's wishes shall be given consideration whenever possible. When compensatory time off is directed by the supervisor or requested by the employee, reasonable advance notice shall be provided.

Section 6. Overtime work shall be compensated at time-and-one-half for work performed in excess of forty (40) hours in a work week. Compensatory Time ("C" Time) may be accumulated to a limit of eight (8) hours.

ARTICLE XIII WAGES

Section 1. COMPENSATION - The rates of pay, pay ranges, and respective job classifications for each employee in the bargaining unit are set forth in Appendix "A" attached hereto and made a part hereof.

Section 2. WITHIN-GRADE SALARY INCREASES - Upon appointment, employees shall normally be compensated at the first step in the pay range for their respective job classification. Appointments may be made above the first step of the range at the discretion of the Library Director. Upon completion of twelve (12) months of service the employee is eligible, upon a recommendation from his/her supervisor, for an increase to the next higher step. The employee is then eligible for step increases each twelve (12) months until reaching the top step of the respective pay range.

Such new adjustments shall be made effective at the beginning of the pay period during which the required qualified service and other requirements are reached.

A step increase may be delayed for cause, for a period of up to ninety (90) days but such delay shall not establish a new anniversary date for the purpose of future step increases.

ARTICLE XIV LONGEVITY PAY

Section 1. ELIGIBILITY – Regular full-time employees who have performed continuous service for the required number of years shall be eligible to begin accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed.

- A. CONTINUOUS SERVICE – Continuous service shall be terminated by resignation, dismissal, or retirement. If an employee so terminated received a subsequent reappointment, such employee shall not be given longevity pay for service prior to the termination. Continuous service shall not be considered broken if an employee:
1. Is on military leave of absence and returns to Library employment in accordance with Federal and State Law.
 2. Is on authorized leave of absence or on a temporary suspension without pay. However, no credit shall be allowed for time toward the accumulation of a five-(5)-year period by employees suspended or on leave without pay for over thirty (30) consecutive calendar days, and additional time equal to the loss of service must be served to qualify for longevity.

Section 2. AMOUNT OF PAYMENT – Eligible employees, upon successful completion of the following continuous years of service, shall receive longevity pay as a percentage of their total salary based upon their years of service. The longevity schedule shall be as follows:

5 years	One percent (1%)
9 years	Two percent (2%)
13 years	Three percent (3%)
17 years	Four percent (4%)
21 years	Five percent (5%)
25 years	Six percent (6%)

Section 3. LIMITATIONS – An employee who is suspended, on leave of absence without pay, or otherwise off the payroll for any period of thirty (30) consecutive calendar days or more shall receive no longevity credit for such period.

ARTICLE XV CALL-IN AND REPORT PAY

Section 1. Employees who report for work at their regular starting time and place but are sent home by the Employer shall be paid a minimum of two (2) hours pay at their regular straight-time rate of pay.

Section 2. Employees called in to perform work not in continuation with such employee's daily work schedule shall receive a minimum of two (2) hours pay at the appropriate rate for the first "call-in" during a calendar month. Subsequent "call-ins" during the same calendar month shall receive a minimum of four (4) hours pay at the appropriate rate.

ARTICLE XVI VACATIONS

Section 1. ELIGIBILITY - All regular full-time and regular part-time employees who regularly work at least twenty (20) hours per week and who have completed the probationary period shall be eligible for vacation leave upon accrual.

Section 2. ACCRUAL - Employees shall accrue vacation pursuant to the schedule set forth below:

LENGTH OF CONTINUOUS SERVICE	YEARLY ALLOWANCE	
	DAYS	HOURS
LIBRARIAN		
0 - 20 Years	20	160
More than 20 Years	25	200
LIBRARY ASSISTANT		
0 - 1 Year	15	120

1 – 20 Years	20	160
After 20 Years	25	200

- A. Regular part-time employees normally working at least twenty (20) hours per week are entitled to fifty percent (50%) or seventy-five percent (75%) of the paid vacation schedule set forth above, depending on whether they are half-time or three-quarter-time employees.
- B. An employee shall continue to accrue vacation while on any compensated leave (i.e. vacation, sick leave, compensatory, emergency or injury).
- C. Probationary employees shall accrue vacation during their probationary period, but shall be ineligible for such vacation until they become regular full-time employees or regular part-time employees by completing their probationary period. In the event of termination during their probationary period, they shall be ineligible for vacation pay.

Section 3. ADMINISTRATION - Vacation leave shall be administered in the manner prescribed below:

- A. Vacation pay shall be at the employee's regular rate of pay. Vacation leave shall be charged as used in amounts of not less than one-half (1/2) hour.
- B. All vacation leaves and schedules must be approved by the supervisor and filed in the prescribed manner with the Library Director. In approving such a schedule, the supervisor shall consider the needs of the Library service and the wishes of the employee.
- C. When a Holiday or a Funeral Leave (as provided for herein) occurs during an employee's assigned vacation and the employee is entitled to the Holiday or to a paid leave of absence, then in that case, such entitlement will not be counted as part of the vacation time.
- D. Accrued but unused vacation will be paid upon any termination. In the event of the death of an employee, accrued vacation will be paid to the employee's legal heir or estate.

ARTICLE XVII PAID HOLIDAYS

Section 1. The Employer shall grant paid holidays on an annual basis. The following days will be observed:

New Year's Day	Employee's Birthday
Martin Luther King Jr. Birthday	Thanksgiving Day
Memorial Day	Independence Day

Labor Day
Additional Christmas Day
Day After Thanksgiving

Christmas Day
Veterans' Day

Section 2. All regular full-time and regular part-time employees who regularly work at least twenty (20) hours per week and full-time probationary employees shall be eligible for paid holidays.

Section 3. Regular part-time employees who regularly work less than twenty (20) hours per week receive no holiday pay.

Section 4. Regular part-time employees who regularly work at least twenty (20) hours per week, but less than forty (40) hours per week, shall be eligible to receive four (4) hours of pay for half-time (1/2) employees and six (6) hours for three-quarter-(3/4)-time employees.

Section 5. When a holiday occurs on an employee's regularly scheduled day off, the employee shall bank eight (8) hours of holiday time to be used at a future agreeable date where the employee will take off the regular workday with no loss of regular pay.

Section 6. When a holiday falls on Sunday, it will be observed on the following Monday. When Christmas falls on Tuesday, Wednesday, Friday or Saturday, the preceding workday shall be observed as a paid holiday in addition to Christmas Day. When Christmas falls on a Sunday, Monday, or Thursday, the following workday shall be observed as a paid holiday in addition to Christmas Day.

Section 7 Employees shall be entitled to observe their birthday on a workday on or after their birthday with prior approval of their supervisor.

Section 8. When a holiday comes during a leave of absence for which an employee receives compensation (i.e. vacation, sick leave, compensatory, emergency or injury) holiday pay will be provided on the prescribed holiday.

Section 9. In the event an employee is required to work on a holiday as described in this ARTICLE (except the employee's birthday), the employee shall be paid at the rate of double time except that the Library remains open the day after Thanksgiving and on M.L. King's Birthday and employees required to work on these days shall receive only straight time, with compensatory time off for hours worked.

ARTICLE XVIII LEAVES OF ABSENCE

Section 1. FUNERAL LEAVE - Funeral leaves of absence shall be governed in accordance with the procedure set forth below.

A. In the event of a death in the "Immediate Family," any regular full-time employee shall be granted a leave of absence with pay up to seven (7) calendar days by the department manager.

B. "Immediate Family" is defined as spouse, father, mother, sister, brother, child, step-child, or other person living in the same household with the employee.

C. In the event of a death in the "Family," any regular full-time employee may be granted a leave of absence with pay up to three (3) calendar days by the department manager. The Employer agrees that any request for a leave of absence because of a death in the "Family" will not be unreasonably denied.

D. "Family" is defined as father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, step-parent, aunt or uncle.

E. If the situation warrants an extension, the Library Director may grant up to an additional three (3) calendar days with no loss of regular pay. A written explanation must be filed in advance with the Library Director.

F. An affidavit of relationship and funeral attendance may be required for funeral leaves of absence.

G. Funeral leave shall be at the employee's regular rate of pay.

Section 2. LEAVES OF ABSENCE WITHOUT PAY - Leaves of absence without pay shall be governed in accordance with the procedure set forth below:

A. The Employer may grant a leave of absence for a reasonable length of time without pay provided the employee provides satisfactory evidence for the necessity of a leave of absence in advance. The Employer agrees that any request for a leave of absence will not be unreasonably denied. Accumulated seniority shall not be lost during any such leave of absence, however, seniority shall accrue for the first thirty (30) days only.

B. At the termination of any leave of absence, the employee may be returned to the position formerly held by such employee or a comparable position if one is available. In the event the former position has been abolished, then the employee will be assigned to an equivalent position, seniority permitting. The employee will receive the then prevailing rate of pay for the job to which assigned.

C. Any employee who does not report for work within three (3) work days after the termination of a leave of absence or an extension thereof may be considered a voluntary quit, unless there is a reason provided to the Employer.

ARTICLE XIX SICK LEAVE

Section 1. ELIGIBILITY - All regular full-time and regular part-time employees who regularly work at least twenty (20) hours per week shall be eligible for paid sick leave.

Section 2. ACCRUAL - Sick leave shall be accrued as follows:

A. Sick leave shall be accrued for all regular full-time employees, at the rate of one work day per month of continuous service with no limit to accumulations.

B. Sick leave shall be accrued for regular part-time employees at the same rate prescribed for regular full-time employees, but such accrual shall be a pro-ration of one-half (1/2) the time provided to regular full-time employees for one-half-(1/2)-time employees and three-fourths (3/4) the time provided for full-time employees for three-fourths-(3/4)-time employees.

C. Sick leave shall be accrued by probationary employees at the rate prescribed above, but they shall be ineligible for use of sick leave until they have completed their probationary period.

D. Any employee shall continue to accrue sick leave while on any other compensated leave.

Section 3. USAGE - Sick leave shall be granted under the following circumstances:

A. Sick Family Leave - If an employee must attend to an illness, injury, hospitalization, or outpatient surgery in the immediate family or household, sick leave may be taken.

Immediate family is defined as father, mother, husband, wife, child, stepchild, or foster child.

If the employee has exhausted his/her sick leave, leave without pay may be granted if requested and approved at least twenty-four (24) hours in advance. At the time the absence is reported, "sick family" must be indicated on the timesheet record. The immediate supervisor should be notified daily in advance of the scheduled work time and a specific time of return to duty must be given. Sick family leave may be taken for regularly scheduled medical, dental, and optical appointments.

Employees should schedule dental, medical, and optical appointments either at the beginning of the day or at the end of the day so as not to disrupt the workflow of the Library. Where possible, employees should schedule family members for appointments at the same time as their own appointments, to minimize the number of times an employee is away from the job.

B. Physical and/or mental incapacity not work-related.

C. Personal illness, including medical, dental, and/or optical appointments during working hours.

D. Enforced quarantine of employee in accordance with the community health regulations and/or in accordance with the recommendation of a licensed

medical physician.

Section 4. ADMINISTRATION - Sick leave shall be administered as follows:

A. Requests for sick leave shall normally be made before an employee is regularly scheduled to report for duty.

B. Sick leave shall be chargeable only when used on regular scheduled workdays or work periods and not on vacation time.

C. If such sick leave exceeds three (3) consecutive workdays, department directors have the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to sickness. The certificate must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence.

In individual cases, where there is sufficient reason to believe the employee is abusing sick leave privileges, the employee will be first advised in writing that an acceptable medical certificate will be required for all future sick leave absences. Abuse of sick leave is a failure to fulfill the responsibilities of employment and therefore shall be cause for disciplinary action up to and including discharge.

Section 5. SEPARATION CREDIT

A. No payment for unused sick leave credit shall be made upon separation from Library employment except in cases of retirement or death of a regular full-time employee of the Library as prescribed hereinafter. In the event of the employee's retirement, which meets the requirements of the applicable Federal or State Statutes or the employee's death, the employee or the employee's beneficiary shall be paid fifty percent (50%) of the employee's daily salary based on the employee's salary rate at the time of the employee's retirement or death for each full day (eight hours of accumulation) of unused sick leave credit the employee has accrued, provided, however, that the maximum unused sick leave to be compensated for at the rate of fifty percent (50%) is limited to fifteen hundred (1500) hours.

B. The word "retirement" is intended to mean a separation from employment by an employee who is eligible to receive retirement benefits from IPERS by virtue of attaining the age of 55 or by qualifying for an unreduced, disability retirement benefit. An employee must apply for and be eligible to receive such IPERS benefits before any payment of accumulated sick leave is made. Such eligibility for retirement benefits from IPERS must be received at or about the same time as the employee's separation from employment.

Section 6. Sick leave shall be paid at the employee's regular rate of pay.

**ARTICLE XX
JURY DUTY**

Section 1. Any employee who is called to and reports for jury duty and/or jury examination shall be granted a leave-of-absence without loss of regular pay provided the pay received for jury duty is returned to the Des Moines City Treasurer less any amount included for travel

allowance and/or expense reimbursement.

Section 2. When possible and reasonable to do so, an employee shall return to work after being excused from jury duty or jury examination provided the employee is excused during the employee's regular scheduled hours of work and provided the employee spent less than eight (8) hours performing jury duty and/or jury examination.

ARTICLE XXI INSURANCE COVERAGE

Section 1. The following insurance coverage shall be provided to regular full-time employees, within the rules and regulations of the insurer and at the costs indicated hereinafter. Employees who regularly work at least thirty (30) hours per week, but less than forty (40) hours per week, may participate in the following insurance benefits provided they authorize and execute the appropriate payroll deduction form to deduct fifty percent (50%) of the regular monthly premium for such insurance coverage from their regular pay so that the employee pays fifty percent (50%) of the total cost. Insurance is provided to the regular full-time employees at no cost to the employee.

Section 2. LIFE - The Library agrees to provide straight term life insurance coverage with a face value of one times the employee's annual salary.

Section 3. HEALTH AND DENTAL – The City will make available for employees and their dependents a health insurance plan and a dental insurance plan as described in Exhibit 1 attached hereto and by this reference incorporated herein.

Section 4. CONTRIBUTION – The City will pay the premium for single coverage for health insurance and dental insurance. Beginning July 1, 2004, employees electing other than single coverage for health insurance will contribute five percent (5%) of the difference in cost of the single premium versus the family premium. Beginning July 1, 2006, employees electing other than single coverage for dental insurance will contribute one dollar (\$1) per month toward the premium. These contributions will be made by payroll deduction on a pre-tax basis through an Internal Revenue Code Section 125 premium payment plan.

Section 5. DENTAL INSURANCE – The City will provide for employees and their dependents up to age 24, dental insurance coverage comparable to the plan designated as the City of Des Moines Employees' Health and Welfare Fund (Dental).

Section 6. GENERAL PROVISIONS - It is agreed that the Employer has the right to change the schedule of benefits in the employee's health and life insurance program provided the present benefits are not reduced.

Handbooks and other information pertaining to the above listed plans are available to any employee from the Employer's Business Office.

ARTICLE XXII BULLETIN BOARDS

Section 1. The employer will provide reasonable space, for official Union business, on each bulletin board in each library staff room.

Section 2. The Union may use such bulletin board space for any legitimate purpose such as:

- A. Listing names, work locations, and telephone extensions of Union officers and Union officials
- B. Notice of Union meetings
- C. Notice of Union elections
- D. Notice of Union recreational and social events
- E. Union educational notices

ARTICLE XXIII PAYROLL DEDUCTIONS

Section 1. An employee may authorize, on a form provided by the Library, deductions from such employee's pay for the following purpose(s):

- A. Des Moines Metro Credit Union
- B. U. S. Savings Bonds
- C. Combined Charities
- D. Union Dues Checkoff

Section 2. Monies so deducted by the employer will be forwarded to the appropriate depository in a timely manner.

**ARTICLE XXIV
EDUCATION TUITION REIMBURSEMENT PROGRAM**

Section 1. Employees shall be eligible to apply for tuition reimbursement pursuant to the Education Tuition Reimbursement Program. Tuition reimbursement shall be granted according to the criteria and pursuant to the established procedures of the program.

Section 2. Upon advance request of the employee, recommendation of the employee's departmental supervisor and approval of the Library Director, a regular full-time employee may participate in the Education Tuition Reimbursement Program described hereafter subject to the following requirements:

A. That the course shall directly relate to a function of the Employer and contribute to the employee's greater effectiveness on the job the employee performs or to a job to which the employee may be assigned and/or promoted.

B. The employee shall satisfy the necessary prerequisite of the course for which the employee requests tuition reimbursement and shall receive approval of the Library Director prior to enrolling in the course.

C. The participation in the Education Tuition Reimbursement Program shall be solely on the employee's time.

Section 3. Employees approved for participation in the Education Tuition Reimbursement Program shall be eligible for reimbursement by the Library for one hundred percent (100%) of the tuition for courses offered by accredited educational institutions up to a limit of six hundred dollars (\$600) per calendar year. Reimbursement shall be made of tuition fees upon completion of the course with a grade of "C" or better, upon application to the Library Director showing evidence of successful course completion. Employees taking leave of absence for educational purposes shall not be eligible for participation in the Educational Tuition Reimbursement Program.

Section 4. At the time of Library budget preparation and after consideration of the above criteria, the Library shall provide for necessary funds to finance the anticipated Education Tuition Reimbursement Program costs for the budget year. Maximum use shall be made of outside sources of revenue for educational purposes, where the course thus funded meets the criteria set forth above.

**ARTICLE XXV
SAFETY AND HEALTH**

Section 1. The Library shall make reasonable provisions for the safety and health of the employees during the hours of their employment, and shall provide protection devices and other equipment necessary to protect the employees from injury and illness in conformance with statutory requirements.

Section 2. Employees are expected to follow established Library procedures for reporting safety concerns or occupational injuries and illnesses to their supervisor or their supervisor's designee.

Section 3. Required outside medical treatment expenses relating to occupational injuries will be recoverable from the Library only if proper authorization is first obtained from the supervisor or the Employee Health Clinic except in event of an emergency.

ARTICLE XXVI WORK RULES

Section 1. The Employer may from time to time adopt and publish changes in the existing work rules. Such changes shall become effective only after they have been prominently posted on appropriate Employee bulletin boards for a period of five (5) workdays. However, under emergency conditions, as determined by the Library Director, such work rules may take immediate effect upon notice to all employees. Such notice will be deemed to have occurred upon the posting of the work rules on bulletin boards or by other device calculated to provide actual notice to all employees to the extent practicable. All employees shall comply with the work rules.

Section 2. Any dispute regarding any such new rule or the application of existing rules shall be resolved through the grievance procedure.

ARTICLE XXVII STRIKES AND LOCKOUTS

Section 1. The Union will not, directly or indirectly, induce, instigate, encourage, authorize, ratify or participate in a strike against the Employer.

Section 2. The employer will not lock out any or all of its employees during the term of this Agreement.

ARTICLE XXVIII DEFERRED COMPENSATION

An employee shall be eligible to contribute up to the maximum amount allowed by the IRS into a deferred compensation plan. The Library agrees to contribute a sum equal to that contributed by the employee up to two percent (2%) of the employee's annual base salary.

ARTICLE XXIX COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and

agreements reached are set forth in this Agreement. Therefore, the Library and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article is subject to the "Savings Clause." By mutual agreement of the parties, this Article may be waived.

ARTICLE XXX SAVINGS CLAUSE

Section 1. Should any provision of this Agreement be held unlawful either by the mutual agreement of the parties hereto or by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of this Agreement. Any provision held unlawful shall be automatically terminated.

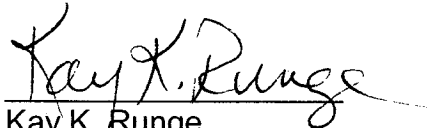
Section 2. If replacement provisions are deemed necessary by the Library or the Union, they shall be negotiated immediately.

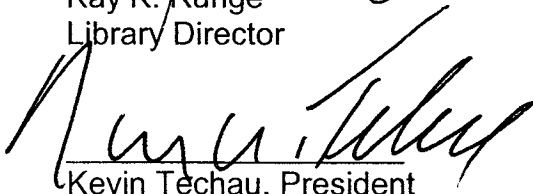
ARTICLE XXXI TERM OF AGREEMENT

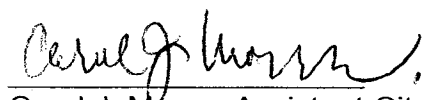
Section 1. This Agreement shall be effective July 1, 2006, and shall remain in full force and effect until June 30, 2008.

In witness whereof, the parties have caused this Agreement to be executed by their respective officers and representatives thereunto duly authorized this 5th day of June, 2006.

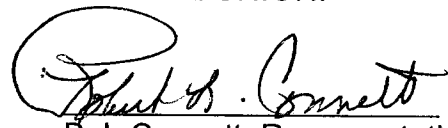
FOR THE EMPLOYER:



Kay K. Runge
Library Director


Kevin Techau, President
Library Board of Trustees


Carol J. Moser, Assistant City Attorney
City of Des Moines

FOR THE UNION:


Bob Connett, Representative
Local Lodge 254


Margaret Jane Scott
Union Negotiating Committee

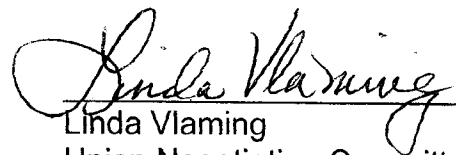

Linda Vlaming
Union Negotiating Committee

Exhibit 1
City of Des Moines Health plan
Library Unit 11

- The Individual Calendar Year Deductible is \$250.00 per individual and \$500.00 per family.
- The Out-of-Pocket Maximums (which includes your deductible) are \$750.00 per individual or \$1,500.00 per family.
- AMOUNTS THAT DO NOT APPLY TOWARD YOUR DEDUCTIBLE OR OUT-OF-POCKET MAXIMUMS ARE ANY CO-PAYS OR PENALTY CHARGES FOR FAILURE TO COMPLY WITH COST CONTAINMENT REQUIREMENTS

BENEFIT	PREFERRED PROVIDERS	OUT-OF-NETWORK PROVIDERS
Hospital Inpatient Facility Pre-admission Testing	100% 100%	70/30 after deductible
Ambulance	90/10 after deductible	70/30 after deductible
Outpatient Hospital Surgical Charges Non-Surgical X-Ray & Lab	90/10 after deductible	70/30 after deductible
Emergency Care Outpatient Physician's Office Hospital Outpatient	\$20 co-pay then 100% \$50 co-pay then 90/10	70/30 after deductible \$75 co-pay then 70/30
Accident Care Outpatient Physician's Office	\$20 co-pay then 100%	70/30 after deductible
Hospital Outpatient	90/10 after deductible	
Physician Services Office Visits		

Inpatient Hospital	<i>\$20 co-pay then 100%</i>	<i>70/30 after deductible</i>
Outpatient Hospital Surgical Services	<i>all others 90/10 after deductible</i>	
Second Surgical Opinion	<i>100%</i>	<i>100%</i>
Routine Child Care Pediatric Vaccines Well Child Exams	<i>\$20 co-pay then 100%</i>	<i>70/30 after deductible</i>
Allergy Injections	<i>\$20 co-pay then 100%</i>	<i>70/30 after deductible</i>
Eye Exam & Refraction	<i>\$20 co-pay then 100%</i>	<i>70/30 after deductible</i>
Nursing Facility	<i>80% after deductible</i>	<i>80% after deductible</i>
Home Health Care	<i>80% after deductible</i>	<i>80% after deductible</i>
Hospice Care	<i>80% after deductible</i>	<i>80% after deductible</i>
Mental Health Inpatient Treatment Outpatient Hospital Calendar Year Maximum	<i>90/10 after deductible 50% after deductible 51 visits</i>	<i>70/30 after deductible 50% after deductible 51 visits</i>
Substance Abuse Inpatient Treatment Outpatient Hospital Calendar Year Maximum	<i>90/10 after deductible 80% after deductible 51 visits</i>	<i>70/30 after deductible 80% after deductible 51 visits</i>
All Other Covered Charges	<i>80% after deductible</i>	<i>80% after deductible</i>

prescription plan

retail

\$5.00 Generic - \$20.00 Brand – 30 day supply

Mail order

\$10.00 Generic - \$40.00 Brand – 90 day supply

DENTAL EXPENSE COVERAGE

	Deductible	Benefit Percent
Routine Oral Examinations	\$0	100%
Restorative Oral Surgery & Prosthetics	\$25	80%
Major Oral Surgery & Prosthetics	\$25	50%
Orthodontia	\$25	50%
Calendar year maximum benefit	\$1000	

Employees electing family health insurance coverage will contribute five percent (5%) of the difference between the family and single premium per month.

Employees electing family dental coverage will contribute one dollar (\$1) per month.

Appendix A

DES MOINES PUBLIC LIBRARY PAY PLAN UNIT 11

Effective June 19, 2006 – June 17, 2007

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Librarian	A	\$43,244	\$45,272	\$47,459	\$49,623	\$51,811
Job Code 7171	B/W	\$1,663	\$1,741	\$1,825	\$1,909	\$1,993
Range 23	H	\$20.79	\$21.77	\$22.82	\$23.86	\$24.91
Cataloger	A	\$43,244	\$45,272	\$47,459	\$49,623	\$51,811
Job Code 7173	B/W	\$1,663	\$1,741	\$1,825	\$1,909	\$1,993
Range 23	H	\$20.79	\$21.77	\$22.82	\$23.86	\$24.91
Library Assistant	A	\$36,636	\$38,231	\$40,100	\$41,854	\$43,745
Job Code 7165	B/W	\$1,409	\$1,470	\$1,542	\$1,610	\$1,683
Range 19	H	\$17.61	\$18.38	\$19.28	\$20.12	\$21.03
Technology Technician	A	\$36,636	\$38,231	\$40,100	\$41,854	\$43,745
Job Code 7175	B/W	\$1,409	\$1,470	\$1,542	\$1,610	\$1,683
Range 19	H	\$17.61	\$18.38	\$19.28	\$20.12	\$21.03
Part-time Employees Hourly Rates						
Substitute	H	\$17.61				
Job Code 7162						
Range 19						

**DES MOINES PUBLIC LIBRARY
PAY PLAN
UNIT 11**

Effective June 18, 2007 – June 29, 2008

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Librarian	A	\$44,649	\$46,743	\$49,001	\$51,236	\$53,494
Job Code 7171	B/W	\$1,717	\$1,798	\$1,885	\$1,971	\$2,057
Range 23	H	\$21.47	\$22.47	\$23.56	\$24.63	\$25.72
Cataloger	A	\$44,649	\$46,743	\$49,001	\$51,236	\$53,494
Job Code 7173	B/W	\$1,717	\$1,798	\$1,885	\$1,971	\$2,057
Range 23	H	\$21.47	\$22.47	\$23.56	\$24.63	\$25.72
Library Assistant	A	\$37,827	\$39,474	\$41,403	\$43,214	\$45,167
Job Code 7165	B/W	\$1,455	\$1,518	\$1,592	\$1,662	\$1,737
Range 19	H	\$18.19	\$18.98	\$19.91	\$20.78	\$21.71
Technology Technician	A	\$37,827	\$39,474	\$41,403	\$43,214	\$45,167
Job Code 7175	B/W	\$1,455	\$1,518	\$1,592	\$1,662	\$1,737
Range 19	H	\$18.19	\$18.98	\$19.91	\$20.78	\$21.71
Part-time Employees Hourly Rates						
Substitute	H	\$18.19				
Job Code 7162						
Range 19						

**Memorandum of Agreement
Between the City of Des Moines, Iowa
And
Professional Employees Lodge No. 254
International Association of Machinists and Aerospace Workers
Public Library of Des Moines Unit 11**

The purpose of this memorandum is to memorialize the understanding of the parties regarding the employment status of employee Brenda Walker and her eligibility to receive certain benefits not otherwise available to employees who work less than full-time for the Public Library of Des Moines.

Employees Wedeking and Walker participated in a job-sharing program previously offered by the library. Wedeking has accepted full-time employment with the library. The program is no longer available to library employees.

The parties agree that Walker shall be eligible for 50% of the compensation and benefits available to a full-time employee in the same job classification as afforded by the current collective bargaining agreement except that she shall be eligible for a 2% employer match (rather than 1%) for eligible deferred compensation contributions pursuant to Article XXVIII of the Collective Bargaining Agreement.

For the employer:

Kay K. Runge
Kay K. Runge, Director

Date 4/23/03

For the Union:

Robert A. Connett
Bob Connett
Local Lodge 254 Representative

Date 5/2/03